

Tammaniana
of
Edwin Patrick Kilroe

No. 1891

(1891)

Tammany Hall
Lease

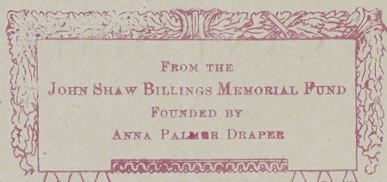
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EDWIN PATRICK KILROE

COLLECTION OF TAMMANIANA

1864

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Tammaniana
of
Edwin Patrick Kilroe
No. 1891

TAMMANY SOCIETY,

OR

COLUMBIAN ORDER.

LEASE OF TAMMANY HALL,

&c., &c.

PRINTED FOR THE USE OF THE COUNCIL OF SACHEMS ONLY.

JANUARY, 1864.

New York:

BAPTIST & TAYLOR, STEAM BOOK & JOB PRINTERS, SUN BUILDINGS.

1864.

OFFICERS OF THE SOCIETY.

1863-64.

Grand Sachem,

ELIJAH F. PURDY.

Sachems.

JAMES B. NICHOLSON,
DANIEL E. DELAVAN,
MATTHEW T. BRENNAN,
ISSAC BELL,
JOHN E. DEVELIN,
PETER B. SWEENEY,

DOUGLAS TAYLOR,
CHARLES G. CORNELL,
JOHN KELLY,
EDWARD COOPER,
RICHARD B. CONNOLLY,
WILLIAM M. TWEED.

SECRETARY,

CASPER C. CHILDS.

SAGAMORE,

GEORGE S. MESSERVE.

FATHER OF THE COUNCIL,

JAMES B. NICHOLSON.

TREASURER,

HENRY VANDEWATER.

WISKINKIE,

STEPHEN C. DURYEA.

SCRIBE,

RICHARD WINNE.

LEASE OF TAMMANY HALL.

THIS INDENTURE, made this twenty-second day of December, one thousand eight hundred and forty-two, between THE SOCIETY OF TAMMANY, OR COLUMBIAN ORDER, in the City of New York, of the first part, and JOSEPH W. HOWARD, of the said City of New York, innkeeper, of the second part, WITNESSETH: That the said parties of the first part, for and in consideration of the rents, covenants and agreements hereinafter mentioned, reserved and contained on the part and behalf of the said party of the second part, his executors, administrators and assigns, to be paid, kept and performed, have granted, demised and to farm-letten, and by these presents do grant, demise and to farm let, unto the said party of the second part, his executors, administrators and assigns, all that certain lot and building thereon situate, lying and being in the Fourth Ward of the said City of New York, and known and distinguished as number one hundred and sixty-six (166) Nassau Street, and also as TAMMANY HALL, in said city; reserving, however, to the said parties of the first part, and their successors, the use of the large room in the second story of the said building, for the said Society of Tammany, or Columbian Order, at the times and agreeably to the restrictions and conditions hereinafter mentioned.

See As't, Lib.
460, of Cons., p.
50.

Demise.

Description of
premises.

To have and to hold the said above-mentioned and described premises, with the appurtenances, unto the said party of the second part, his executors, administrators and assigns, from the first day of May, one thousand eight hundred and forty-three, for and during, and until the full end and term of seven years thence next ensuing, and fully to be complete and ended, he or or they yielding and paying therefor unto the said parties of the first part, their successors or assigns, yearly, and every year during the said term thereby granted, the yearly rent or sum of four-

Terms of years.

Rent.

teen hundred dollars, lawful money of the United States of America, in equal quarter-yearly payments, to wit: on the first day of August, November, February and May, in each and every of said years; PROVIDED, always, nevertheless, that if the yearly rent, above reserved, or any part thereof, shall be behind or unpaid for ten days after any day of payment whereon the same ought to be paid as aforesaid, after the same shall have been demanded, then and from thenceforth it shall and may be lawful for the said parties of the first part, their successors or assigns, into and upon the said demised premises, and every part thereof, wholly to re-enter, and the same to have again, re-possess and enjoy, as in their first and former estate, or to distrain for any rent that may remain due thereon, anything hereinbefore contained to the contrary thereof in anywise notwithstanding,

And the said party of the second part, for himself, his executors, administrators and assigns, doth hereby covenant and agree to and with the said parties of the first part, their successors and assigns, by these presents, that he, the said party of the second part, his executors, administrators or assigns shall and will yearly, and every year during the said term hereby granted, well and truly pay, or cause to be paid unto the said parties of the first part, their successors or assigns, the said yearly rent above reserved, on the days and in the manner limited and appointed as aforesaid for the payment thereof, according to the true intent and meaning of these presents. *And, also*, that he, the said party of the second part, his executors, administrators or assigns, shall and will yearly, and every year during the said term hereby granted, well and truly pay, or cause to be paid, to the proper authorities authorized

to receive the same, all such ordinary State and County taxes as shall, during the term hereby demised, be imposed on said premises. But, the said party of the second part, his executors, administrators or assigns shall not, in any event, be required to pay any assessments for the opening, widening, paving or repairing of any street or streets, or the like extraordinary purposes, nor any other assessment whatsoever, during the said term, or during either of the terms mentioned in this lease.

And, also, that he, the said party of the second part, his executors, administrators, or assigns, shall and will, yearly and every year, during the said term hereby granted, keep, or cause the building or said premises, to be kept insured in some respectable Insurance Company or Companies, for the sum of twelve thousand dollars, in the name of the said parties of the first part, their suc-

Right to dis-
possess.

Covenant to
pay rent.

To pay taxes.

But not assess-
ments.

To insure and
keep building in-
sured.

cessors or assigns, and deliver the policy or policies of insurance therefor, and also the certificates of renewal thereof, to the said parties of the first part, their successors or assigns, whensoever thereunto requested by them. And that on the last day of the said term, or other sooner determination of the estate, hereby granted, the said party of the second part, his executors, administrators, or assigns shall, and will peaceably and quietly leave, surrender and yield up unto the said parties of the first part, their successors or assigns, all and singular the said hereby demised premises, together with all such beneficial improvements and repairs as shall from time to time be made in or upon said demised premises, and as such shall then be on said premises of a permanent nature, damages by fire and the elements excepted. Also, excepting and reserving nevertheless to the said party of the second part, his executors, administrators or assigns the right and privilege to make such alterations, additions and improvements on the said premises, from time to time, and at all times, during said term hereby granted as to him or them shall seem most proper. And also to remove at all times during said term, such improvements and fixtures as he or they may make or put on said premises during the said term, which are or may be of a movable nature. And the said party of the second part, for himself, his executors, administrators and assigns doth hereby further covenant, promise and agree to, and with said parties of the first part, their successors and assigns, that the said Tammany Society (or Columbian Order) shall have the use of the large room, in the second story of the said building, on the first Monday evening in each and every month, during the said term hereby granted, for the purpose of holding the meetings of the said Society therein, free of all charge or expense to them. But in the event of the said party of the second part, his executors, administrators or assigns having an opportunity or occasion to let or to use the said large room for a ball or otherwise, on the first Monday evening of any month during the term hereby demised, he or they shall have the right and privilege so to do by giving notice thereof in writing to the Grand Sachem or to the Father of the Council of said Society, at least three days previous to the said first Monday evening he or they may so have an opportunity or occasion to let or use said large room as aforesaid. Provided the said party of the second part his executors, administrators or assigns shall give to the said Society the use of the said large room, free of charge

To surrender at expiration of term, &c., with all permanent improvements.

Reserving right to make alterations, &c.

And to remove improvements of a movable nature.

Society to have use of large room first Monday in each month.

Party of the second part to have the privilege of using the room on first Monday evening, by giving three days previous notice to the Grand Sachem, &c.

Provided he gives to the Society the use of the room within ten days, &c.

as aforesaid, on someo ther night, within ten days thereafter, to be agreed upon by the Grand Sachem of the said Society, and the said party of the second part, his executors, administrators or assigns for the purpose of holding the meeting or meetings of said Society therein, in lieu of said first Monday evenings above mentioned, anything herein contained to the contrary thereof in anywise notwithstanding ; and at all

times when the said rooms shall be so used by the said parties of the first part it is to be sufficiently lighted or warmed, or both, as may be required by the said party of the second

part, his executors, administrators or assigns, at his and their own cost and charges. And also that the said Society shall

have the use of a small room in said building for six extra meetings of said Society in each and every year during

the said term hereby granted, should the said Society require the same. And that such small room shall be so provided, and

lighted and warmed at the costs and charges of the said

party of the second part, his executors, administrators or assigns.

Provided such small room shall not have been previously let or retred by the said party of the second part, his executors, administrators or assigns to some other person or persons or society, for the particular time that the said Society may require the use of said small room in said building for the purposes aforesaid. And also that the said *Board*

of *Sachems* of the said Society shall have the use of

a small room in said building once in each and every month during the said term, for the purpose of holding their meetings

therein, without any expense therefor to the said Society or to

the said Board of Sachems of the said Society for the rooms or for light or

fire, but the same shall be paid by the said party of the second part. And

the said party of the second part, for himself, his executors, admiustrators and

assigns doth hereby further covenant and agree as aforesaid,

to provide the store room now occupied and made use of by

the said Society for the purpose of storing or keeping therein

such articles of personal property, consisting of banners, books, and all

other articles used in the business or ceremonies of the said Society, as

the said Society now have, or may hereafter have on said premises belong-

ing to, and used by them at their meetings, and to permit and allow the

said Society to use such store room during the term hereby granted for

the purpose herein mentioned, and to have free access thereto at all times

without any charge therefor to said Society.

And the said party of the second part, doth hereby further covenant, promise and agree to and with the said parties of the first part, their

successors and assigns, that the present *Democratic Republican General Committee of the City of New York*, and their successors, shall have the privilege of holding all their political meetings in said Tammany Hall, during the continuance of this lease, and the renewals thereof: *Provided* said General Committee, and their successors, or some authorized agent of said Committee or their successors, shall give the said party of the second part, his executors, administrators or assigns, three days' notice, in writing, of the time when said General Committee wish or desire to occupy any room or rooms in said Hall.

General Committee to have privilege of holding Political Meetings, &c.

Proviso, to give three days' previous notice.

Also, provided that the said room or rooms in said Hall which the said General Committee shall wish or desire to occupy shall not have been previously let or rented by the said party of the second part, his executors, administrators or assigns, to some other person or persons for the particular day or evening, or both, that the said committee or their successors may desire so to occupy the same; in which event the said party of the second part, for himself, his executors, administrators and assigns, doth hereby further covenant, promise and agree to and with the said parties of the first part, their successors and assigns, that the said General Committee and their successors shall have the right and privilege of so occupying said room or rooms on some other day or evening, or both, within four days after the time so named by them, to be designated by the said party of the second part, his executors, administrators or assigns. *And, also, provided* that said General Committee and their successors shall pay to the said party of the second part, his executors, administrators or assigns, the same price or rent for the use and occupancy of said rooms that the Democratic Republican General Committee of the City of New York have heretofore paid the said party of the second part for the rent or occupancy of the rooms heretofore occupied by them in said Tammany Hall, the said party of the second part hereby covenanting not to demand or charge said General Committee any greater sum for the use or occupancy of said rooms than above mentioned. *And, also, provided* that said General Committee and their successors,

Further proviso, that room should not have been previously let.

If room should have been previously engaged to others than General Committee, to have room within four days from the day named by them.

Further Proviso to pay Rent.

shall hold all their political meetings in said Tammany Hall, unless prevented from so doing by the said party of the second part, his executors, administrators or assigns, having let or rented said room or rooms to some other person or persons for the particular day or evening, or both, that the said

Further proviso, that Committee hold all their political meetings in Tammany Hall, unless prevented, &c.

General Committee or their successors might desire to occupy the same. *And, also, provided* that the secretary or chairman of the said General Committee, and their successors, shall furnish to and provide the said party of the second part, his executors, administrators or assigns, with a written or printed list of the names of all the members and officers of said General Committee, and their successors, and the period of time they, and each of them respectively, become and continue members of such General Committee, stating the names and times when changes take place in said General Committee by death, resignation, or otherwise; also the time of admission of all new members after the first organization of said General Committee during each and every year, whenever requested by the said party of the second part, his executors, administrators or assigns.

And the said party of the second part, for himself, his executors, administrators and assigns, doth hereby further covenant, promise and agree as aforesaid, that he, his executors, administrators or assigns shall not, and will not, knowingly and intentionally, and with a view to violate this lease during the said term hereby granted, or either of the renewals thereof, let or lease, directly or indirectly, any part of the said premises above described, to any other political party whatsoever, calling themselves committees, or otherwise, for the purpose of holding any political

meeting therein, whose general political principles do not appear to him or them to be in accordance with the general political principles of the *Democratic Republican General Committee* of the City of New York, of which ELIJAH F.

PURDY is at present Chairman. *And* in case there should be at any time a doubt arising in the mind of the said party of the second part, his executors, administrators or assigns, or in the mind of the Grand Sachem of the said Society for the time being, or any difficulty whatever between them in ascertaining the political character of any political party who shall be desirous of obtaining admission to said building for the purpose

of holding a political meeting therein, that then and in such case the said party of the second part, his executors, administrators or assigns shall thereupon give notice thereof in writing to the *Grand Sachem* or to the *Father of the Council* of the said Society, or the Grand Sachem of the said Society shall immediately thereupon give notice in writing to the said party of the second part, his executors, administrators or assigns, that doubts have arisen in his mind as to the political character of such political party or

Further proviso, to furnish names of Committee, &c.

Party of second part not to let the Hall to any other political party, &c.

Except the Democratic Party, &c.

If there should be difficulty in ascertaining the political character of persons wishing to hold political meetings in the Hall.

Notice to be given.

persons seeking admission to said building for the purposes aforesaid, in which event it is hereby mutually covenanted and agreed by and between the parties hereto, that it shall be the duty of the Father of the Council of said Society, immediately upon the receipt of such written notice, either from the said party of the second part, his executors, administrators or assigns, or from the said Grand Sachem, to assemble, or cause to be assembled together, the Grand Council of the said Society, to whom the question as to the political character of such person or persons seeking to be admitted into such building for the purpose aforesaid, shall be submitted by the parties hereto, their successors, executors, administrators and assigns, when the same shall be passed upon, and decided by the said Grand Council of said Society, who shall immediately thereupon give a notice in writing of such decision to the said party of the second part, his executors, administrators or assigns, which decision so notified to the said party of the second part, his executors, administrators or assigns, it is hereby mutually covenanted and agreed by and between the parties hereto shall be final, conclusive and binding upon each of the said parties hereto, their and each of their successors, executors, administrators and assigns. And it is also hereby further covenanted and agreed, by and in behalf of the said parties of the first part, for themselves and their successors and assigns, that until the said party of the second part, his executors, administrators or assigns shall have been notified of such decision of the said Grand Council, neither he nor they shall be liable for any breach of the covenants herein contained, on his or their part and behalf to be observed or kept.

When the Father of the Council shall assemble the Grand Council of the Society, who shall pass upon the question of political character, and whose decision shall be final.

Party of second part to have notice of decision.

And not to be liable for breaches until he has such notice.

And it is hereby further mutually covenanted and agreed by and between the said parties hereto, that in the event of the said Democratic Republican General Committee above mentioned, or their successors, refusing or ceasing at any time to hold any and all their political meetings in Tammany Hall (except in the event of the said party of the second part, his executors, administrators or assigns having previously let and rented to some other person or persons the room or rooms in said Hall for the particular day or evening, or both, that the said General Committee, or their successors, might wish or desire to occupy said room or rooms, and the said party of the second part, his executors, administrators or assigns being thereby prevented from furnishing the said General Committee or their successors, with the

If General Committee refuse or neglect to hold their political meetings at Tammany Hall.

Except prevented in consequence of the room having been previously let to other persons.

use and occupancy of said room or rooms, and in consequence thereof the said General Committee, or their successors, should be obliged to call or hold a political meeting at some other place than at said Tammany Hall,

but in no other event, and upon no other occasion) or should they at any time refuse, fail or neglect to observe, to perform, fulfill and keep all or any of the conditions herein contained in relation to the occupancy of said rooms by the said General Committee or their successors, then and in such case the said party of the second part, his executors, administrators, or assigns, shall not be held or bound to permit or allow the said General Committee, nor their successors, to use or occupy,

or furnish or provide said General Committee, nor their successors, with any room or rooms whatever, to be used or occupied by them in said Tammany Hall for the purpose of holding any political meeting therein ; neither shall the said party of the second part, his executors, administrators or assigns be held or bound by any covenant, clause or article in this lease contained restraining him or them as to the political character or description of the persons who shall be permitted by him or them to hold political meetings in said Hall, anything herein contained to the contrary hereof ; in anywise notwithstanding the parties

hereto hereby intending to leave the question of the subsequent occupancy of said rooms by said General Committee, or their successors, open, and leaving them to make any agreement they may think proper with the said party of the second part, his executors, administrators or assigns for the occupancy by them of said rooms, should they at any time violate any of said conditions herein contained as above mentioned.

Or should they at any time violate the conditions annexed to their occupancy of the room, then the covenants for their occupancy of the rooms shall determine, also all covenants of a political character.

And then the question as to the persons who shall occupy the rooms to be open, &c.

AND it is hereby further mutually covenanted and agreed, by and between the said parties hereto, that at the expiration or termination of this lease, or of either of the renewals thereof, in the event of the said building above mentioned, together with the adjoining building now owned and occupied by the party of the second part, not continuing to be used and occupied together as they now are used and occupied by the said party of the second part ; then each of the said parties hereto shall, at his and their own proper costs and charges, respectively build up the permanent partition or party walls between the two buildings, that is to say : the said parties of the first part, their successors or assigns, shall build up the permanent wall of the said building first above mentioned, and the said party of the second part, his heirs, executors,

At the termination of this lease, or either of the renewals, each party to build up party wall between Tammany Hall and adjoining building.

administrators or assigns, shall build up the permanent partition wall of his building adjoining thereto.

And the said parties of the first part, for themselves, their successors, and assigns, do hereby further covenant, promise and agree, to and with the said party of the second part, his executors, administrators and assigns, by these presents that the said party of the second part, his executors, administrators or assigns, paying the said yearly rent, above reserved, and performing the covenants and agreements aforesaid on his and their part, the said party of the second part, his executors, administrators and assigns, to be observed, performed and kept, shall and may at all times during the said term hereby granted, peaceably and quietly have, hold and enjoy the said hereby demised premises without any manner of let, suit, trouble, hindrance of or from the said parties of the first part, their successors or assigns, or any other person or persons whomsoever. And it is hereby further mutually covenanted and agreed by and between the said party of the second part, his executors, administrators or assigns, shall and will on or before the first day of October, one thousand eight hundred and forty-four, build and erect, or cause to be built and erected, or put another story on said building hereby demised, so as to make the same four stories high, and put a new roof on said building, and also remove the pillars or columns from the ball-room in said building, in conformity to that part of certain plans or drawings of such contemplated improvements or alterations of said building, heretofore made by E. J. Webb, or as nearly so as may be practicable, and shall be deemed advisable by Calvin Pollard and the Grand Council of said Society, or any committee appointed by said Grand Council for that purpose, and as shall be most for the convenience of the said party of the second part, his executors, administrators and assigns; that is to say, any slight alteration or deviation from said plans shall not be deemed a violation of this covenant, provided such plans are approved of by said Calvin Pollard and the Grand Council of said Society, or their said Committee, and it shall by them be deemed safe and prudent to make such improvements, alterations and additions in the manner proposed by said plans. *And, also, provided* that the said parties of the first part shall give the said party of the second part, his executors, administrators or assigns, a notice in writing of such approval by them of such plans within thirty days from the date hereof.

Covenant for quiet enjoyment

Covenants to make improvements before 1st day of October, 1844.

In conformity to parts of plans drawn by E. J. Webb.

If deemed advisable, &c.

Proviso that plans are approved, &c.

Further proviso that party of the second part has notice of approval within 30 days.

If improvements are made then lease to be received for 7 years upon request.

At the same rent, and upon the same condition, except that there shall be a covenant for but one further renewal.

Also except that party of second part shall not be bound to make any further improvements, &c.

But if he requires any repairs, etc. to be made, he is to make them at his own expense.

Also except that if the General Committee violate any of the above conditions, there shall be no political covenant in the new lease.

Covenant for second renewal of seven years at the option of the party of the second part.

And if such improvements shall be so made by the said party of the second part, his executors, administrators or assigns, according to such approved plans, in a good and workmanlike manner, that then, and in such case the said parties of the first part, their successors or assigns shall and will, at the end and expiration of the term of seven years, hereby granted, upon the written request of the said party of the second part, his executors, administrators or assigns, grant and execute unto the said party of the second part, his executors, administrators or assigns, a renewal of this lease for the further term of seven years, to commence at the expiration of the term hereby granted, and at the like annual rent, as above reserved, and upon the like terms and condition as above mentioned, except that the same shall contain a covenant for but one further, renewal thereof as herein provided. Also, except that the said party of the second part, his executors, administrators or assigns, shall not be bound to lay out or expend during such second term of seven years, any sum of money whatever, nor to make any improvements, alterations, or repairs whatsoever on said premises to entitle him or them to a further renewal of this lease, the said party of the second part, his executors, administrators, or assigns, however, to make all further improvements, alterations or repairs, which he or they may require to be done or made on said building during such second term of seven years, at his or their own expense. Also except that in the event of the said General Committee aforesaid, or their successors failing, neglecting, or refusing to observe, perform, fulfill and keep any of the conditions aforesaid on their part and behalf, to be observed, performed, fulfilled, and kept, then, and in such case such renewal lease shall not contain any political covenant, clause, or article whatever.

And it is hereby further mutually covenanted and agreed by and between the said parties hereto, that at the expiration of the said second term of seven years above mentioned, to be granted by such renewal lease, as aforesaid, to the said party of the second part, his executors, administrators or assigns, shall have the full liberty, privilege and choice, at his or their option or election to require of the said parties of the first part, or their successors or assigns, a second renewal of this lease for the further term of seven years thence next ensuing, and that upon the said party of the second part, his executors, administrators or assigns, giving the

said parties of the first part, their successors or assigns, a notice in writing, in at least three months before the expiration of the said second term of seven years above mentioned, of his or their election, wish or desire, to have such second renewal of this lease and extension of the same for the further term of seven years, thus making in the whole the term of twenty-one years, that then the said parties of the first part, for themselves, their successors and assigns, do hereby further covenant, promise and agree to and with the said party of the second part, his executors, administrators and assigns, that they will forthwith grant and execute unto the said party of the second part, his executors, administrators or assigns, a further renewal of this lease for the further term of seven years, to commence at the expiration of said second term of seven years above mentioned, at the like annual rent as aforesaid, and upon the same terms, covenants, and conditions as last aforesaid, except as to the covenant for further renewals, it being hereby mutually covenanted and agreed by and between the said parties hereto, that the said party of the second part, his executors, administrators or assigns, shall not be bound to lay out or expend any sum of money whatever, either in alterations, additions, improvements, or repairs on said premises during such third term of seven years, saving, however, that all such alterations, additions, improvements or repairs, as the said party of the second part, his executors, administrators or assigns, may desire to make or have made on said premises, during said third term of seven years, shall be made or done at his or their own expense.

And that at the end of said third term of seven years, or at the end of either of said terms, should the said party of the second part, his executors, administrators or assigns, not have required a renewal of this lease as before provided, he, the said party of the second part, his executors, administrators or assigns, shall and will quietly and peaceably yield, surrender, and deliver up to the said parties of the first part, their successors or assigns, the said hereby demised premises in such good order, condition and repair, as reasonable use and wear thereof will permit, damages by fire and the elements, and other unavoidable casualties excepted.

Upon giving three months notice in writing.

Thus making 21 years.

Covenant to grant second renewal upon receiving notice.

Upon same terms and conditions as first renewal, except as to the covenants for a further renewal.

Party of the second part, such to be bound to make any repairs, etc., but if he wishes them made, he is to do them at his own expense.

To surrender the premises at termination of leases or renewals in good order, etc.

Damages by the elements excepted.

AND it is hereby further mutually covenanted and agreed by and between the said parties hereto that should the said premises hereby

If the building
be destroyed by
fire.

demised be destroyed by fire, the elements, or other unavoidable casualty during either of the said three terms of seven years above mentioned, that then and in such event the said parties of the first part, their successors or assigns, shall and will within the term of six months from and after the time of the receipt by them of the amount insured on said building, or the amount received from the insurance on said building, should there be any compromise of the same with the Insurance Company or Companies who should have insured said building, rebuild said building in the like good order, size, style and finish as the same was in at the time of its destruction, or that the said parties of the

Parties of the
first part to re-
build in six
months after the
receipt of insur-
ance.

Or within ten
days thereafter
give notice to
party of second
part that they
will permit him
to rebuild.

first part, their successors or assigns, shall and will, within ten days from and after the time of the receipt by them of the amount insured on said building, or of the amount received from such insurance, or any compromise of the same, give a notice in writing to the said party of the second part, his executors, administrators or assigns, that they, the said parties of the first part, their successors or assigns will elect to permit or suffer the said party of the second part, his executors, administrators or assigns, to rebuild said building in the like good order, size, style and finish as the same was in at the time of its destruction, in which event the said parties of

Also furnish
him with the
amount received
from the insur-
ance, &c., as
hereinafter pro-
vided, &c.

the first part, their successors or assigns shall and will furnish to and provide the said party of the second part, his executors, administrators or assigns with the amount or sum of money received by them from such insurance on said building, in the manner and at the times hereinafter provided ;

and that it shall then be at the option or election of the said party of the second part, his executors, administrators or assigns to

Party of se-
cond part to give
notice in ten
days whether he
will surrender
the lease or re-
build, &c.

give a notice in writing, within ten days thereafter, to the said parties of the first part, their successors or assigns, of his or their election either to surrender this lease or immediately and forthwith to proceed to rebuild said building in the like good order style, size and finish as the same was in immediately be-

fore and at the time of the destruction as aforesaid, provided that the said

Provided in-
surance be suf-
ficient.

If not suf-
ficient, then the
whole amount to
be expended in
a building to
cover all the
ground, &c.

sum of money so received from such insurance shall be sufficient for the purpose, but in the event of it not being sufficient for that, then the whole amount thereof shall be expended by the said party of the second part, his executors, administrators or assigns, in erecting a building to cover the whole of the ground previously covered by the said building thereon, and to be carried up as high as the said sum

of money will warrant, and should the said party of the second part, his executors, administrators or assigns elect to re-build said building aforesaid, then the said party of the second part, for himself, his executors, administrators and assigns doth hereby covenant, promise and agree that he or they shall and will complete and finish, or cause the said building to be re-built, completed and finished so far as such money will extend within the term of six months next ensuing after the receipt of such notice and the deposit of the said money in the Life Insurance and Trust Company of the city of New York, or in some bank to be selected, as hereinafter mentioned; and that during the time the said building shall be destroyed as aforesaid, and during the time the same shall be in progress of being re-built, all the rent and covenants reserved on this lease, or the renewals thereof, shall be suspended until the same shall be re-built, by either of the said parties hereto, as above mentioned, or until the expiration of the term of six months from and after the time the said party of the second part, his executors, administrators or assigns, shall have elected to re-build said building as aforesaid. *Provided, however,* that the said sum of money so received from the insurance to be effected on said building shall, in the event of the said party of the second part, his executors, administrators or assigns, being required to and electing to re-build said building, be forthwith deposited by the said parties of the first part, their successors or assigns, in the Life Insurance and Trust Company of the City of New York, or in some responsible bank in said city, to be agreed upon by the said parties hereto, their successors, executors, administrators or assigns, to be drawn therefrom by the said party of the second part, his executors, administrators or assigns, *pro rata*, as the said re-building shall proceed, to enable him or them to meet the payments or any contract he or they may make for the rebuilding thereof; the Grand Sachem of the said society to be consulted by the said party of the second part, his executors, administrators or assigns, as to the amount of any contract made by him or them, for the re-building of said Tammany Hall, and the plans thereof. And when any payment on such contract, for such re-building, shall have become due and payable before the amount thereof can be drawn from the said Life Insurance and Trust Company or bank, from said fund so deposited with them as aforesaid, the

If party of the second part elect to re-build then he is to do it within 6 months.

After receipt of notice and deposits of money &c.

Until the building is rebuilt the lease to be suspended.

Or until six months after party of second part elect to re-build.

Provided the insurance be deposited in the Life & Trust Co., or in some bank to be agreed upon.

And to be drawn by party of second part.

Grand Sachem to be consulted as to contractor rebuilding. &c.

Checks, how to be drawn,

checks thereof shall be drawn by the Nreasurer of the said society, and countersigned by the Grand Sachem or Father of the Council of said society for the time being, and also endorsed by the said party of the second paat, his executors, administrators or assigns. And the said parties of the first part, for themselves, their successors and assigns, do hereby further covenant, promise and agree as aforesaid, that when each and every payment on said contract so to be made by the said party of the second part, his executors, administrators or assigns, shall have become due and payable, they will, whenever thereafter requested by the said party of the second part, his executors, administrators or assigns, cause a check for the full amount of such payment to be drawn by the persons above mentioned, on said Insurance and Trust Company or bank, and deliver the same to the said party of the second part, his executors, administrators or assigns, for the purpose of paying such instalment then due and payable on such contract.

Covenant by parties of the first part to draw checks.

And to deliver them to party of second part.

And it is further mutually covenanted and agreed, by and between the said parties hereto, that if at any time during either of the said three terms of seven years above mentioned, the said building should become partially injured or destroyed by fire, or the elements, or other casualty, but not wholly or so far destroyed as to render the entire re-building of the same necessary, that then and in such case the said parties of the first part, their successors or assigns, shall and will forthwith proceed to repair said building, and to put the same in the like good order, state, and condition, as the same was in at the time of and immediately before the same sustained such damage or injury, and that three months shall be considered a reasonable time for the purpose of making such repairs, and within which time the said parties of the first part, for themselves, their successors and assigns, do hereby covenant, promise and agree to and with the said party of the second part, his executors, administrators and assigns, that the said repairs shall be made by the said parties of the first part, their successors or assigns, and that during the time of making such repairs, and until the same shall have been fully completed and finished, the said party of the second part, his executors, administrators or assigns, shall have and receive a *pro rata* deduction from the rent and premium for insurance hereby reserved and agreed to be paid by him or them as aforesaid.

If building should be partially destroyed.

Parties of the first part to repair it.

Within three months.

During time of making repairs to be a deduction from rent, &c.

And for the full, true and faithful performance, by the said

party of the second part, his executors, administrators or as Penalty of.
 signs, to the covenant on his and their part, to erect or put a
 fourth story and a new roof on said building, and to remove the pillars
 or columns from the ball-room in said building on or before the first day
 of October, one thousand eight hundred and forty-four, as above men-
 tioned, the said party of the second part doth hereby bind himself, his
 executors, administrators and assigns, unto the said parties of the first
 part, their successors or assigns, in the penal sum of one thousand dol-
 lars (\$1,000).

IN WITNESS WHEREOF, the said, *The Society of Tammany, or Colum-
 bian Order*, have to these presents caused their corporate seal to be
 affixed, by their Sagamore, and the same to be signed by the Grand
 Sachem of the said society; and the said Joseph W. Howard hath here-
 unto signed his name and affixed his seal, the day and year first above
 written.

[L.S.]

J. W. HOWARD.

[L.S.]

ROB'T B. BOYD,
Grand Sachem.

Attest:

JOHN BECKER,
Sagamore.

Sealed and delivered in the presence of—

[The word "two," written on erasure on the 3d line of the first page;
 the word "four," written on erasure on the 14th line of the eight page;
 the word "during," erased on the 21st line of the ninth page; the word
 "further," and the words "or their successors," each once interlined on
 the 17th page; the word "contract," once interlined on the 23d page,
 before execution.]

S. CAMBRELING.
 JACOB BRUSH.
 JOHN T. DURYEE.

STATE OF NEW YORK, }
 City and County of New York, } ss.:

On this nineteenth day of January, one thousand eight hundred and
 forty-three, appeared before me *John Becker*, to me known, who being
 by me duly sworn, did depose and say: That he resides in the city of

New York, and that he is the Sagamore to the Society of Tammany or Columbian Order, and that the seal hereto affixed is the seal of the said society, and was affixed to this instrument by their authority, and that he, the said John Becker, subscribed his name to the said instrument as such Sagamore, by the authority of said society. *And, also*, at the same time appeared before me, *Robert B. Boyd*, to me known, and proved to my satisfaction, by the oath of the said John Becker, to be the Grand Sachem of the said society, and the said Robert B. Boyd acknowledged to me that he executed the said instrument as such Grand Sachem. And also, at the same time, appeared before me Joseph W. Howard, known to me to be the individual described in and who executed the within instrument, and who acknowledged to me that he executed the same.

J. D. WHEELER,

Commissioner of Deeds, &c.

Recorded the preceding, at the request of J. W. Howard, January 27th, 1843, at 1 P. M.

J. S. BROWNELL,

Register.

REGISTER'S OFFICE, }
City and County of New York, } ss.:

I have compared the preceding with an original record in this office, recorded in Liber 431 of Cons., page 504, and do certify that the same is a correct copy therefrom, and the whole of said original. I further certify that there is no official seal belonging to said office.

Given under my hand this 29th day of April, 1850,

CORN. V. ANDERSON,

Register.

CHARTER OF TAMMANY SOCIETY.

AN ACT TO INCORPORATE THE SOCIETY OF TAMMANY OR COLUMBIAN ORDER, IN THE CITY OF NEW YORK.

Whereas, WILLIAM MOONEY and others, inhabitants of the City of New York, have presented a petition to the Legislature, setting forth that they, since the year 1789, have associated themselves under the name and description of "The Society of Tammany or Columbian Order."

Be it enacted by the People of the State of New York, represented in Senate and Assembly, That such persons as now are, or shall from time to time, become members of the said Society, shall be and are hereby ordained, constituted and declared to be a body corporate and politic, in deed, fact and name, by the name of "The Society of Tammany, or Columbian Order, in the City of New York," and that by that name they and their successors shall have succession, and shall be persons in law, capable of suing and being sued, pleading and being impleaded, answering and being answered unto, defending and being defended, in all courts and places whatsoever, in all manner of actions, suits, complaints, matters and causes whatsoever; and that they and their successors may have a common seal, and alter the same at their pleasure; and that they and their successors, by the same name, shall be persons capable in law to purchase, take, receive, hold and enjoy to them and their successors, any real estate in fee simple, or for term of life or lives or otherwise, and any goods, chattles or personal estate, for the purpose of enabling them the better to carry into effect their purposes; provided the clear yearly value of such real and personal estates shall not exceed the sum of five thousand dollars; and that they and their successors shall have full power and authority to give, grant, sell, lease, demise and dispose of the said real and personal estate, or any part thereof, at their will and pleasure; and that they and their successors shall have power, from time to time, to make, constitute, ordain and establish by-laws, constitu-

tions, ordinances and regulations as they shall judge proper for the election of their officers, for the election or admission of new members of the said corporation, and the terms and manner of admission; for the better government and regulation of their officers and members; for fixing the times and places of meeting of the said corporation, and for regulating all the affairs and business of the said corporation; provided, that such bye-laws and regulations shall not be repugnant to the Constitution or laws of the United States or of this State; and for the better carrying on the business and affairs of the said corporation, there shall be such number of officers of the said corporation, and of such denomination or denominations, to be chosen in such manner, and at such times and places as are now or shall from time to time be directed by the constitution and bye-laws of the said corporation, made or to be made for that purpose; and that such number and description of members shall be sufficient to constitute a legal meeting of the said corporation, as are now or may hereafter be directed by the said constitution and bye-laws of the said corporation.

